

POLICE SERVICES AGREEMENT

THIS AGREEMENT, made this 1st day of January 2009, by and between Chevy Chase Village, Maryland, hereinafter referred to as "the Village" and the Village of Chevy Chase, Section 5, Maryland, hereinafter referred to as "Section 5".

WHEREAS, Section 5 has determined that it is necessary and appropriate, and in the public interest, to furnish enhanced police service throughout Section 5; and,

WHEREAS, *Maryland Code, Criminal Procedure Article, Section 2-105* provides that the governing body of any municipal corporation may enter into reciprocal agreements in order to establish and carry into effect a plan to provide mutual aid through the furnishing of its police together with all necessary equipment; and

WHEREAS, Section 5 has agreed to make Section 5's personnel, facilities and records available to the Village upon request; and

WHEREAS, the Village has agreed to make Village police services available to Section 5 upon the terms and conditions set forth herein; and

WHEREAS, the Village finds that it is in the Village's best interests to provide part-time police services in Section 5; and,

WHEREAS, the Village is willing to hire a police officer for use within Section 5, provided that Section 5 covers the costs associated with that officer, supervisory personnel assigned to that officer, support costs; and,

WHEREAS, the Village and Section 5 are desirous of formalizing their understanding to provide for enhanced police service to Section 5.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between the parties as follows:

1. **Employment of Police Officer.** The Village hereby covenants and agrees to designate a Village police officer to provide police services within Section 5 during the entire term of this agreement. The police officers selected by the Village for assignment within Section 5 shall vary depending on the hour of the day, day of the week, and availability.

2. **Description of Services.** This Agreement is not intended to affect the regular police services provided by Montgomery County in the regular course of police patrols as may now or hereafter be provided for County citizens generally and within Section 5. The police services provided hereunder shall be supplemental to the law enforcement services provided within Section 5 by the Montgomery County Police Department. The Village shall be responsible for selecting, training, equipping, supervising, setting performance standards, disciplining and compensating officers, and other matters incident to the performance of services to be provided hereunder, all in accordance with Village requirements and regulations.

3. **Patrol Time.** The Village will provide up to a maximum of five (5) hours per week of police services in Section 5. The number of hours may be adjusted from time to time with the concurrence of both the Village and Section 5. These services may be in the form of foot patrol, bicycle patrol, cruiser patrol, or other forms of patrol as agreed to by the Section 5 Village Manager and the Village Police Chief. The Village agrees to consult and coordinate with the Section 5 Village Manager concerning the schedule and enforcement/patrol activity of the police officers assigned to Section 5.

It is mutually agreed that the primary responsibility of the Village police department is the provision of public safety and law enforcement services to the residents of Chevy Chase village. Should there be a shortage of village police personnel which would affect the minimum patrol levels of the police department in the Village, the provision of enhanced law enforcement to Section 5 will be reduced proportionally until said shortage of personnel is abated.

4. **Equipment.** The Village shall furnish and supply all necessary labor, supervision, equipment, vehicles, communications equipment, and supplies necessary to maintain the performance of services to be rendered hereunder. All equipment used in the performance of this Agreement, including vehicles, firearms, communications equipment, and supplies shall remain the property of the Village. In special instances, where special supplies, stationery, notices, forms, and similar material are to be issued in the name of Section 5, the same is to be supplied by Section 5 at its own expense.

5. **Designation of Employees.** All persons employed in the performance of police services and functions, as herein set forth, shall be Village employees, and no person employed for the herein described purposes shall have the benefit or right of a Section 5

employee. To the extent permitted by law, each Village officer or employee engaged in performing any services under this Agreement shall be an agent of the Village.

6. **Obligation of Section 5.** Section 5 shall provide full cooperation and assistance to the Village, its officers, agents, and employees in order to facilitate and accomplish the services to be performed under this Agreement. Section 5 shall not be required to pay or assume any liability for the direct payment of any salaries, wages, or other compensation to Village personnel performing services hereunder for Section 5. Section 5 shall not be liable for compensation or indemnity for any Village police officer or employee for injury, sickness, or disability arising out of his or her employment provided there is no negligence on the part of Section 5, and/or its employees. The Section 5 Village Manager shall act in the capacity of liaison between Section 5 and representatives of the Village Chief of Police in matters pertaining to operational policies or procedures of police officers assigned to Section 5.

In the event any suit or claim for damages is brought against the Village or a police officer arising, in any way, alleging gross negligence or intentional misconduct in the performance of police services to be provided under this Agreement, the Village shall indemnify and hold harmless Section 5 from any and all such claims, damages, costs and expenses including, but not limited to, reasonable attorneys' fees, up to the amount of the Village's insurance coverage for such claims, damages, costs, and expenses.

In the event any suit or claim for damages is brought against the Village or a police officer arising, in any way, from the enforcement of a Section 5 ordinance, which ordinance is alleged to be unconstitutional, ultra vires or otherwise not legally enforceable, Section 5 shall indemnify and hold harmless the Village from any and all such claims, damages, costs, and expenses including, but not limited to, the costs of responding to and defending against any such claim or suit, including, but not limited to, reasonable attorneys' fees up to the amount of Section 5's insurance coverage for such claims, damages, costs, and expenses.

7. **Payment.** Section 5, in consideration of the performance by the Village of its obligations as herein set forth, hereby covenants and agrees to pay, during the term of this Agreement, to the Village, a fee of \$50.00 for each hour of police service provided between January 1, 2009 and June 30, 2009. The Village Chief of Police is to submit a statement at the close of each month detailing the number of hours worked, and Section 5 shall pay the invoice within thirty (30) days after the receipt of such statement.

8. **Term.** It is mutually agreed that this Agreement shall be for the period from January 1, 2009 to June 30, 2009. By mutual consent, this Agreement shall be renewable for successive periods of six (6) months. In the event Section 5 desires to renew this Agreement for any succeeding six (6) month term, it shall notify, in writing, the Village Manager of said Village not later than (3) months prior to the expiration date of this Agreement that it wishes to renew the same. Any renewal is subject to the approval of the Village Board of Mangers. The Village will notify Section 5 if a renewal is acceptable to the Village. Such notice shall be in writing and shall be provided not later than sixty (60) days after Section 5 gives notice of its intent to renew. If this Agreement is not renewed as described above, it shall terminate at the end of the said six (6) month period or any succeeding six (6) month periods.

9. **Release of Information.** Incidental to and in addition to the services performed hereunder, the Village shall develop a procedure which will be agreed upon by both the Village and Section 5 whereby the Village Chief of Police will prepare and release information about patrol activities on a monthly basis to the Section 5 Village Manager.

10. **Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the parties hereto. No other agreement, oral or otherwise, shall be deemed to exist or bind any of the said parties with regard to the enhanced police services as set forth herein.

11. **Termination.** This Agreement can be terminated within sixty (60) days by either party upon written notice from one party to the other.

12. **Authority.** Each signatory hereto represents to the other that he or she has been duly authorized to execute this Agreement in accordance with the Charter, ordinances and other rules, regulations and procedures of his or her respective jurisdiction.

13. **Insurance.** The Village shall maintain the following insurance during the performance of the services called for in this Agreement:

- A. Worker's Compensation Insurance covering the Village's employees as required by State law.
- B. Comprehensive Bodily Injury and Property Damage Liability Insurance with limits as follows:

(1) Bodily Injury and Death: \$200,000 each person
\$500,000 each occurrence

(2) Property Damage: \$500,000 each
occurrence and
aggregate.

C. Comprehensive Automobile Liability Insurance for
leased or owned vehicles covering bodily injury and
property damage with limits as follows:

(1) Bodily Injury and Death: \$200,000 each person
\$500,000 each occurrence
and aggregate.

(2) Property Damage: \$500,000 each occurrence
and aggregate.

D. Section 5 shall maintain at a minimum the following
insurance during the performance of the services
called for in this Agreement:

A. General Liability: \$500,000 each occurrence

B. General Aggregate: \$1,000,000

C. Umbrella: \$1,500,000 each occurrence
and aggregate.

Section 5 agrees to provide police liability coverage in the
amount of \$1,000,000 for each occurrence and aggregate to be
effective on the day that Chevy Chase Village begins to provide
enhanced police services to Section 5.

Section 5's liability policy shall name Chevy Chase Village as
an additional insured with respect to claims described in this
agreement.

Section 5's Certificate of Insurance shall contain a statement
that the insurance will not be canceled without the same notice to
the Village that is given to Section 5.

14. **Waiver and Indemnification.** The parties to this Agreement
shall, and hereby do, agree to: (a) waive any and all claims against
each other which may arise out of their activities outside their
respective jurisdictions under this agreement; and (b) indemnify and

save harmless the other party to this Agreement from all claims by third parties for property damage or personal injury brought as a result of alleged police professional liability, which may arise out of the activities of the other jurisdiction under this Agreement. Indemnification under this Agreement shall be limited to the limit provided in the Local Government Tort Claims Act, *Annotated Code of Maryland, Courts and Judicial Proceedings Article*, Section 5-403, or the limit of any commercial insurance coverage in effect at the time of the occurrence, whichever is higher.

IN WITNESS WHEREOF, The Village of Chevy Chase, Section 5 has caused this Agreement to be signed by its Council Chairman, and Chevy Chase Village has caused the same to be executed by its Manager on the day and year first above written.

CHEVY CHASE VILLAGE, MARYLAND

Witness

By:

Geoffrey B. Biddle
Village Manager

The VILLAGE OF CHEVY CHASE,
SECTION 5, MARYLAND

Witness

By:

Peter Gray
Council Chairman